

Camp Augusta - Site Use Agreement

This Site Use Agreement (“Agreement”) is entered into by and between Camp Augusta, Inc. (“CAI”) and the party listed below (“Licensee”). Licensee wishes to utilize all or a part of the Camp Augusta Site (“Site”) for the period set forth, and CAI is willing to allow such use. In furtherance of the above, the parties to this Agreement agree as follows:

1. Information About the Licensee: *(Name, email, phone number, address)*

2. Use Requested.

Arrival Date: September 11, 2015

Departure Date: September 13, 2015

Number of persons in Party (estimate):

Includes use of lodge, kitchen, campfire circle, amphitheater, and general use of the property as stated in the guidelines, policies and site use details document (see article 4.3, below)

3. Use Fees and Deposit.

PERSONS	QUANTITY	DESCRIPTION OF USE FEES	RATE	AMOUNT
Group		Weekend Facility Use (\$1750 per 24 hours)		
Total Guaranteed Minimum Fee				\$

DUE DATE	DESCRIPTION OF DEPOSITS	AMOUNT
Upon arrival	Deposit #1	\$1000.00
	Deposit #2	\$1000.00
	<i><u>Kitchen damage deposit – cash upon arrival</u></i>	<i>\$500.00</i>
	Deposit for trash, parking, noise, etc. as indicated on contract (cash)	\$2000
	Balance of Use Fees – due at least 1 month before arrival	\$

4. Reservation of Site.

4.1 Licensee agrees and acknowledges that this signed Agreement is in effect with the deposit. Deposit is refundable up until 8 months prior to group occupation. No reservation is good without deposit and signed contract. If CAI manages to rent the site during the same period, the canceling group will receive a full refund.

4.2 Licensee agrees that for parties of fewer than 30 persons, Site use may not be exclusive, and Camp is entitled to allow use by other parties. In the event Licensee desires exclusive use of Site, Licensee must indicate such desire and the total Guaranteed Minimum Fee will reflect such exclusive use. Check here to request exclusive use of Site _____. Also, Camp Augusta staff will need to use the kitchen for their cooking needs and will do so, unless you request exclusive use of the kitchen. Check here to request exclusive use of the kitchen _____.

4.3 Licensee has read the most recent (posted on the website) “Camp Augusta Site Use Information for Guests” document and agrees to abide by all policies stated within as well as agrees to read and abide by any updated policies that are emailed to them should changes occur between the time of reservation and time of occupancy.

4.4 By its signature below Licensee agrees to all the terms and conditions of this Agreement, including the terms and conditions set forth on the attached pages 2-5 of this Agreement. Licensee shall signify its acceptance of the contract by signing this page in duplicate, and returning one copy together with its check, to CAI at the address set forth in this Agreement.

Licensee
 Signature _____
 (Print Name) _____
 Date _____
 (Title) _____

Camp Augusta, Inc.
 Signature _____
 Randall Grayson
 Date _____
 Site Director

5. Conditions to Use of Site.

5.1 Insurance Coverage. Licensee warrants and agrees that it currently maintains or will acquire public liability insurance coverage in the minimum amount of \$1,000,000 per occurrence and \$500,000 per person naming Camp Augusta Inc. as an additional insured and insuring against any and all liability arising from Licensee's use of the Site facilities and equipment. Such insurance is primary, and is to be utilized instead of the CAI insurance. Satisfactory proof of insurance will be provided to Camp Director at least 30 days prior to inception of Site use. Alternatively, individual may sign a waiver releasing CAI from any damages whatsoever in any relation to their stay here. Insurance for the site must still be obtained – contact your insurance agent. If injury or damage occurs that is the result of negligence or opposition to written rules and agreements, the Licensee is responsible for damages to unlimited amount.

5.2 Development and Delivery of Program. Licensee agrees that it is acquiring a license to use Site only. Licensee further agrees that CAI shall have no obligation to develop or provide either the camping program or counselor staffing to provide such program.

5.3 Compliance with Laws, ACA Rules, and Health and Safety Program. In developing and presenting its camping program Licensee agrees to comply and to cause its participating campers to comply with all applicable laws and regulations. Licensee further agrees to comply and to cause its participating campers to comply with any additional safety instructions communicated to Licensee by the Site Director and with the rules established by the American Camping Association (<https://www.acabookstore.org/p-5687-american-camp-associations-accreditation-standards-for-camp-programs-and-services-2012-edition.aspx>). A few such rules that often apply are:

- No program area may be used without explicit permission. Many must be staffed by CAI staff. Guests may not be intoxicated or under the influence of drugs that would hamper their participation in any way.
- No noise may be heard over 100 yards away from any point on camp after 10pm at night and before 8am. This includes noise from the main site that can be heard from the lake. Should this rule be violated, Camp Augusta will keep the \$2000 noise deposit. Our neighbors are careful and considerate with us, and we would like to be so for them.
- Should a second noise infraction occur, Camp Augusta reserves the explicit, inseparable right to immediately evict the entire group/site summarily, regardless of the hour of the day (e.g., 2am). This shall be enforced by the local police department as necessary. Sadly, this has been necessary in the past, hence this clause.

5.4 Equipment. Licensee by this Agreement obtains the right to utilize cabins, bunks, cots, mattresses, tables, benches, and dishes and other eating utensils for meals. If Licensee meets the requirements for waterfront usage Licensee shall also have the right to utilize equipment such as canoes, paddles, life jackets and rescue equipment. Any additional equipment and supplies, including, without limitation, towels and bedding, shall be provided by Licensee.

5.5 Medical Consent Form (Forms are only valid for rentals providing their own programming and/or charging tuition for use of site. If you are unsure, please inquire). Licensee shall secure from each participating camper a medical consent and release form which contains name and address of participants, emergency contacts for participants, a list of any allergies or health conditions that require restriction or accommodation. Licensee will also provide signed permission granting Licensee the ability to provide medical treatment in the event that it is needed. This shall allow Licensee and its officers and counselors, and camp, its agents and employees to seek medical attention for participating campers in case of medical emergency and which shall disclose any special health needs of participating campers.

5.6 Medical Responsibility

It should be understood that Licensee is responsible for any medical treatment (including first aid) and medical decisions in relation to its participants/guests. Licensee is also responsible for any transportation required during emergencies. The closest hospital to Camp Augusta is the Sierra Nevada Memorial Hospital at 155 Glasson Way, Grass Valley, CA 95445 (530-274-6000). It is the responsibility of the licensee to ensure they have directions to get to the hospital should it be necessary to transport a participant/guest.

The Licensee understands that part of the camping experience involves activities and group interactions that may be new to their participants/guests, and that they come with uncertainties beyond what their participants/guests may be used to dealing with at home. The Licensee is also aware that their participants/guests may participate in off-site activities that involve additional risks. The Licensee is aware of these risks, and is assuming them on behalf of their participants/guests. The Licensee realizes that no environment is risk-free, and are responsible for instructing their participants/guests on the importance of abiding by the camp's rules, and agree that they are familiar with these rules and will obey them.

5.6 Number of people on site

Should the number of people on site exceed 120, there may be additional charges to compensate for the effect on our septic and leach field systems. It depends on the number of people, and how long they are here for. This shall be negotiated at least a month before occupying the site.

5.7. Parking

It is critical that parking be managed according to Augusta policies. If cars are parked in inappropriate areas (not on areas deemed okay on the site map), The Licensee will forfeit the entire \$2000 deposit. Our septic lines, fire lanes, grass areas, and plumbing must be protected at all costs.

5.8 Trash

The Licensee is allowed 3 cubic yards of trash. Should more trash be generated, a dump fee of \$200 will be assessed.

6. Hold Harmless and Indemnification.

6.1 Release by Participating Campers/Guests of Licensee. If running their own programming where individuals pay for themselves or funds are used to pay for their expenses (camp, retreat, etc.), Licensee shall include in its contract with participating campers a hold harmless and indemnification provision releasing Camp Augusta Inc., its officers, directors, employees and agents from liability for any and all claims related to injuries, accident or illness incurred while at camp or as a result of use of the site by participating camper. Copies of such release shall be provided to Site Director at least 2 weeks before arrival.

If holding an event (wedding, family reunion, fund raiser, etc.), Licensee assumes full responsibility for their guests' well being and releases Camp Augusta Inc., its officers, directors, employees and agents from liability for any and all claims related to injuries, accident or illness incurred while at camp or as a result of use of the site by their guest.

6.2 Hold Harmless by Licensee. Licensee hereby agrees to hold harmless and indemnify Camp Augusta, Inc., its officers, employees, directors and agents from and against any and all liability, claims, damages, penalties, actions and expenses, including attorneys fees, of any type whatsoever including, without limitation, losses for wrongful death or personal injury, which may arise out of this Agreement, or result from Licensee's or participating campers' use of the Site. Notwithstanding the foregoing, such hold harmless and indemnification shall not apply to the extent that such liability, claim, damage, penalty, actions or expense, including attorney's fees, shall arise from the willful misconduct or gross negligence of Camp Augusta, Inc., its officers, directors, employees or agents.

6.3 Waterfront Release. Camp Augusta does not provide a lifeguard or any type of supervision or oversight at any of our swimming or water facilities unless a scheduled Camp Augusta-led water based activity is in process, and even then, the lifeguard's responsibility is for the guests participating in the activity, not others choosing to use water facilities outside of scheduled program time. This will significantly increase the risks of swimming, boating and other water related activities. Such risks include, but are not limited to cuts, bruises, fractures, paralysis, loss of bodily function, and death by drowning or other cause. In addition, there may be obstructions and other underwater hazards that cannot be seen from above the water. Licensee is aware of these risks, and should the licensee or any of their guests choose to use these facilities and/or allow any children to do so and/or leave any child unattended, the licensee is assuming them on their behalf and/or on behalf of the child(ren).

To the fullest extent permitted by law, the licensee, on behalf of themselves and all their guests, shall waive, release, indemnify and hold harmless Camp Augusta and the Lake Vera Mutual Water Company, their agents, officers, trustees, and employees from and against any claims, damages, losses or expenses arising out of or resulting from their use of any swimming or other water facilities.

6.4 Arbitration. I agree that any dispute concerning, relating, arising out of or referring to the subject matter of this contract shall be resolved exclusively by binding arbitration in Nevada County, California, according to the then existing commercial rules of the American Arbitration Association and the substantive laws of that state unless Camp Augusta, in its sole discretion, selects a different forum. Any dispute submitted to arbitration under this clause must be heard by the arbitrator(s) in its entirety within one year of submission, who must render his/her decision within thirty days of the close of the evidence.

The arbitrator and not any federal, state or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or violable.

6.5 Supervision. CAI requires that all minors be supervised at all times, including evenings in lodgings. CAI requires a ratio of one adult for every 10 minors at all times, whether participating in activities or not.

7. Fees.

7.1 Additional Participating Campers. If the agreement is based on per person, refunds may be possible if less campers attend. That would depend on CAI's ability to reduce its costs accordingly. If there are more campers, CAI will charge accordingly in order to recover costs for additional campers. The additional fees are required upon arrival. At least 2 weeks notice for additional participants is necessary.

7.2 Deposit. Deposits are refundable up until 8 months prior to group occupation. No reservation is good without deposit and signed contract. If CAI manages to rent the site during the same period, the canceling group will receive a full refund.

7.3 Damage and Security Deposit. Site Coordinator and Licensee shall tour premises to ascertain Site condition at the commencement of Licensee's use of Site and immediately following Licensee's use of Site. Licensee agrees that CAI may subtract the cost of damages to property caused by Licensee's use of the Site from the Damage and Security deposit. We must keep Camp Augusta in good condition for future guests. The damage deposit is due in cash. Of particular concern are the following points:

- No staples, nails, screws, pins, tape, or anything of that nature may be used. Rope or tape is okay, providing no lasting marks are left.
- The signs at the entrance may not have anything attached to them other than with rope, and no residual effect or damage may be evident.
- Nothing may be attached to the trees, buildings, or structures other than with rope or non-damaging tape.
- The kitchen must be maintained and cleaned according to guidelines in the kitchen (signs/laminated cards).
- Please note that Camp Augusta equipment often gets taken by mistake, and such items will be charged against the deposit, or charged if more than that.
- Cigarette butts and other trash found on the site at check out will forfeit the entire deposit. The group will have the immediate opportunity to rid the site of all such debris to retain the deposit.
- Scratches to the lodge floor must be noted and additional scratches will incur at least a \$250 to cover repairs since the wood is old, and very hard to remove scratches from.
- No noise will be heard within 100 yards between the hours of 10pm-7am

Failure to comply with the any of the first four points will result in total loss of the \$2,000 deposit. These problems quickly degrade the Camp Augusta facilities, which cause excessive expense to CAI. Other damage, if any, will be assessed upon the walk through of the site.

Unless noted in writing and signed by both parties, CAI's facilities and grounds are considered to be in good condition, without blemish and in good usable condition. In the event of any damage beyond the amount of the security deposit, Camp Augusta shall provide a written description of such damages, and Licensee shall reimburse Camp Augusta within ten days of receipt.

7.4 Cleaning. Licensee shall cause Site to be cleaned after use including securing facilities and equipment, returning and stowing equipment, and removing and disposing of refuse and debris according to directions communicated to Licensee by Site Director. In the event Licensee shall fail to clean Site, Licensee agrees that the cost of any lost or damaged equipment shall be subtracted from the Damage and Security deposit. In the event Licensee fails to clean site Licensee further agrees that Site Director shall cause Site to be cleaned, and the costs of such cleaning, at the rate of \$20 per hour, shall be subtracted from the damage and security deposit.

- Any and all décor or personal items need to be removed from site with no signs of them having been there.
- For floors, sweeping is all that is required of every area except for the kitchen, which needs to be mopped.
- Kitchen must be fully cleaned according to the guidelines posted in the kitchen.

7.5 Food Service. Food services shall be provided in accordance with desires of Licensee as indicated in this Agreement. Special dietary restrictions or food needs must be communicated to CAI at least one month in advance of rental day while arranging for food, and may result in additional costs. Final numbers of people to be fed shall be communicated to CAI ASAP, no later than two-weeks in advance. Later notice may cause problems with food acquisition or kitchen staffing. Licensee shall be solely responsible for the dining area set-up and supervision over meals as instructed by Site Director. Please note that camp staff may also require use of the kitchen to prepare communal meals and will commit to cleaning up after themselves. Exclusive use of the kitchen cannot be guaranteed.

8. General.

8.1 Entire Agreement. This Agreement reflects the entire Agreement between the parties, and supersedes any previous communications, oral or in writing. This Agreement may be amended only by a written agreement executed by both parties.

8.2 Effective Date and Term. This agreement will become effective as of the date of receipt of the signed Agreement and the required deposits and shall extend through the conclusions of use of the Site, provided, however, that the indemnification and hold harmless provisions, and the obligations to pay outstanding fees shall survive termination of this Agreement.

8.3 Termination for Cause. Notwithstanding the foregoing, in the event Licensee shall fail to materially comply with the provisions of this Agreement, including but not limited to its obligations to comply with applicable law and regulation, Health and Safety Program Rules and the Rules of the American Camping Association, Site Director shall have the authority, after reasonable warning, to terminate Site use. In such event Licensee agrees that no refunds will be owing, but that the liquidated damages provisions will apply.

8.4 Authority of Licensee. Licensee shall not have nor shall it represent itself as having any authority to make contracts in the name of or binding upon CAI. Licensee further represents and warrants that the person designated as the contact person on page one of this Agreement is fully authorized to sign this Agreement and to legally bind Licensee.

8.5 Force Majeure. If for any reason beyond the control of Camp, including, without limitation, governmental regulation, court order, labor disruption, earthquake, fire, flood, accident or other casualty, CAI, in its reasonable judgment determines that it cannot effectively or economically perform its obligations hereunder, CAI may terminate this Agreement by giving notice to Licensee and refunding all unearned fees received from Licensee.

8.6 Notice. All notices under this Agreement shall be in writing and shall be deemed as having been duly given on the date of service, if served personally or by FAX on the party to whom notice is to be given, or on the fifth day after mailing, if mailed to the party to whom notice is to be given, by first class mail, properly posted and addressed to Licensee as set forth on page one of this Agreement, or to CAI, addressed as follows:

**Camp Augusta, Inc.
17530 Lake Vera Road
Nevada City, CA 95959
Attn: Randall Grayson
Site Director**

8.7 Exclusive Benefit of Parties. This Agreement is for the sole and exclusive benefit of CAI and Licensee and shall not be deemed to be for the direct or indirect benefit of any other party.

8.8 Waiver. A waiver of any of the conditions of this Agreement must be in writing and signed by the waiving party. The failure of either party to require performance of any part of this Agreement shall not excuse the other party's performance, nor affect such party's right at a later date to enforce the same part.

8.9 Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original of equal force and effect.

8.10 Severability. If any provision of this Agreement is held to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force.

8.11 Non-assignability. This Agreement, including any rights, duties or obligations under it, may not be assigned by either party without the prior written consent of the other party.

8.12 Successors. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

8.13 California Law. This Agreement shall be governed by the law of the State of California.

8.14 Arbitration. I agree that any dispute concerning, relating, arising out of or referring to the subject matter of this contract shall be resolved exclusively by binding arbitration in Nevada County, California, according to the then existing commercial rules of the American Arbitration Association and the substantive laws of that state unless Camp Augusta, in its sole discretion, selects a different forum. Any dispute submitted to arbitration under this clause must be heard by the arbitrator(s) in its entirety within one year of submission, who must render his/her decision within thirty days of the close of the evidence.

8.14 Indemnity and Exculpation

Lessee shall hold Lessor harmless, indemnify and defend from all damages arising out of any damage to any person or property occurring in, on, or about the Premises, except that Lessee shall not be liable for damage or injury occasioned by the active negligence or willful misconduct of Lessor or his authorized representatives.

Lessor shall not be liable to Lessee for any damage to Lessee or Lessee's property from any cause and Lessee waives all claims against Lessor for damage to person or property arising from any reason except that Lessor shall be liable to misconduct of Lessor or his authorized representatives.

8.14 Contact person. Each party involved in this agreement will identify a contact person in the event of necessary communication via cell phones or radios. It is up to the licensee to establish this contact with CAI personnel.

8.15 Right to inspect. Licensee has the right to inspect the Site prior to the event, but once it begins they accept it "as is" and agree to restore site to its original condition at the end of the event.

8.16 Control. CAI reserves the right to dismiss any individual (whether participant or supervisor) who, in our sole discretion we no longer wish to allow on camp property, and that in doing so we are not responsible for any additional costs of travel, food or lodging that may ensue.